

## **IV. Copies of cooperative agreements from 14 states.**

### **Part 2**

- South Carolina
  - Texas
  - Vermont
  - Virginia
  - Wisconsin
  - Wyoming
  - NTID
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**MEMORANDUM OF AGREEMENT  
BETWEEN**

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**AND  
THE SOUTH CAROLINA COMMISSION FOR THE BLIND  
AND  
THE SOUTH CAROLINA  
VOCATIONAL REHABILITATION DEPARTMENT**

**PURPOSE**

The primary purpose of this Memorandum of Agreement (MOA) is to enhance coordination and communication between all public and private colleges and universities within South Carolina, the South Carolina Commission for the Blind (SCCB), and the South Carolina Vocational Rehabilitation Department (SCVRD). The secondary purpose is to insure the consistent delivery of services to South Carolinians with disabilities who are enrolled at an institution of postsecondary education and are eligible to receive services from SCCB or SCVRD. Because the ultimate success of this endeavor depends, in large part, on developing and maintaining a cooperative working relationship between the parties, this agreement describes the distribution of responsibilities in addressing the vocational training needs of those students with disabilities who meet the eligibility criteria of the parties. To this end, the agreement addresses and is organized around the following areas: 1) mission and responsibilities of SCCB, SCVRD and students with disabilities; 2) mission and responsibilities of \_\_\_\_\_ (\_\_\_\_) and students with disabilities; 3) coordination of service delivery; 4) general provisions; 5) technical assistance/staff training; 6) mediation; and 7) implementation, review and termination of the agreement.

This agreement is entered into by \_\_\_\_\_, SCCB and SCVRD, and shall be interpreted in accordance with provisions of Title IV of the Higher Education Act of 1965 (as amended in 1998), Section 504 of the Rehabilitation Act of 1973, the 1998 Amendments to the Vocational Rehabilitation Act (as contained in the Workforce Investment Act of 1998), and the Americans With Disabilities Act (ADA) of 1990. No part of this agreement releases any party of the responsibilities listed either in the previously mentioned Federal legislative mandates or in any applicable South Carolina legislative mandates.

**MISSION AND RESPONSIBILITIES**

**☐ South Carolina Commission for the Blind and  
South Carolina Vocational Rehabilitation Department**

The mission of SCCB and SCVRD is to assist individuals with disabilities in successfully preparing for, achieving, and maintaining competitive employment. It is the responsibility of SCCB and

SCVRD to determine a student's eligibility for services, and vocational training must be necessary to achieve the employment outcome as outlined on the Individualized Plan for Employment (IPE). However, when a student seeks financial assistance for vocational training and this is the only service requested by the student, then it would be viewed as a bill paying concern and, therefore, not eligible for SCCB or SCVRD participation.

❑ **Student With Disabilities**

To participate in the services and programs available through these agencies, a student must:

1. Achieve full time student status/acceptance and maintain good academic standing as defined by the college.
2. Graduate within eight (8) semesters, unless contraindicated by the severity of the disability or by the required semesters to complete the program of study.
3. Participate in a financial need analysis and comparable benefits inquiry, when required.
4. Have individualized/personal vocational training needs; otherwise it is \_\_\_\_\_'s responsibility to address the vocational training services of the general student population, including its students with disabilities who do not seek agency assistance.
5. Adhere to all SCCB or SCVRD policies and procedures.

## **MISSION AND RESPONSILITIES**

❑ \_\_\_\_\_

\_\_\_\_\_ makes available to all students, regardless of disability, the opportunity to acquire knowledge, skills, and/or expertise commensurate with their level of ability. When providing services to students with disabilities, the \_\_\_\_\_'s Financial Aid Office (FAO) will work with SCCB and SCVRD to insure the coordination of benefits for the student(s) by strengthening the existing mode of communication by providing appropriate responses to student needs, and by enhancing the delivery of comprehensive services.

❑ **Student With Disabilities**

Further, although \_\_\_\_\_ must inform students and other interested parties about the services available to students with disabilities, it is obligated to act only when the student informs the college about the existence of a disability and requests a service, academic accommodation, and/or an auxiliary aid. Students must follow \_\_\_\_\_'s established procedures for obtaining the service,

academic accommodation, and/or auxiliary aid. Ultimately, the specific postsecondary service, academic accommodation, or auxiliary aid provided is within the discretion of the \_\_\_\_\_'s Office for Disabled Students (ODS). When a student with a disability is eligible to receive services from SCCB or SCVRD, the ODS will serve as the liaison between the student and the college's faculty, administration, and staff.

## **COORDINATION OF SERVICE DELIVERY**

Although the coordination of service delivery should start prior to a student's entry into \_\_\_\_\_, it can occur anytime during the student's enrollment. SCVRD services are available to all eligible individuals with disabilities, except for individuals with visual impairments who are served by SCCB. SCCB and SCVRD services, as prescribed by law, are designed to address needs that are vocationally related. These needs are enumerated in SCCB's and SCVRD's Case Service Policies.

### **□ Eligibility**

When a student expresses a need for services that might be available through SCCB or SCVRD, \_\_\_\_\_'s ODS and/or FAO can make referrals to the local SCCB or SCVRD office. The SCCB or SCVRD counselor will determine whether the student is eligible for the requested SCCB or SCVRD service. To be eligible for the requested SCCB or SCVRD service, the student must have a physical or mental impairment that constitutes or results in a substantial impediment to employment and hinders him/her from successfully preparing for, achieving, and maintaining competitive employment. The student must also require and be able to benefit from vocational rehabilitation services that would lead to competitive employment consistent with his or her unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

### **□ Financial Aid Office**

No training or related service at an institution of higher education may be paid for by SCCB or SCVRD unless maximum efforts have been made by the participating agencies and the student to secure assistance in whole or in part from other sources to pay for that training. SCCB and SCVRD counselors will continue to comply with Title IV of the Higher Education Act of 1965, as amended, which promotes the use of a common format between \_\_\_\_\_'s FAO, SCCB, SCVRD to assess the student's/family's financial need for vocational training assistance.

### **□ Office of Disability Services**

In accordance with Section 504, the 1998 Amendments to the Rehabilitation Act, and ADA, SCCB and SCVRD counselors will work with the ODS at \_\_\_\_\_ to address the vocational training support service needs of students who are eligible for SCCB or SCVRD services.

## **□ Exchange of Information**

If the SCCB or SCVRD counselor determines that a student is eligible for the agency's services and if the student uses agency services, then the agency counselors and \_\_\_\_\_'s ODS and/or FAO staff should coordinate their efforts to insure the effective and efficient delivery of services to the student. To this end, after receiving a signed release from the student, \_\_\_\_\_'s and the agency's staff will share information about the services the student receives, will discuss progress, will attempt to resolve student concerns, and when possible, will share information that may be needed to assess or evaluate the agency's and/or the \_\_\_\_\_'s programs and services.

## **GENERAL PROVISIONS**

In keeping with their differing missions, \_\_\_\_\_, SCCB and SCVRD may maintain different requirements regarding eligibility, documentation of disability, and provision of services as well as adhere to the following:

1. \_\_\_\_\_, SCCB and SCVRD will not abandon or alter their policies governing the provision of vocational training services; and
2. \_\_\_\_\_, SCCB and SCVRD will continue to provide commonly used vocational training services to students with disabilities.

It is further understood that all parties to this MOA do not discriminate against students with disabilities, or on the basis of race, color, or national origin with respect to access, treatment, admission or employment in their programs, in keeping with the provisions of Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. It shall be through these existing laws and regulations that the components of this MOA will be evaluated to determine adherence to the spirit and intent of this MOA. It is further understood that all parties will communicate on a regular basis to ensure appropriate services will be provided thereby increasing the effective collaboration in the delivery of special support services.

## **TECHNICAL ASSISTANCE/STAFF TRAINING**

Upon identification of a need for technical assistance and/or staff training, \_\_\_\_\_, SCCB and SCVRD staff will coordinate the provision of such assistance to facilitate comprehensive and effective service delivery to the students who are being served by the participating parties.

## **MEDIATION**

Concerns expressed by the student and/or by any party to this MOA regarding vocational training

services shall be addressed at the local level by \_\_\_\_\_'s ODS and/or FAO and the student's SCCB or SCVRD counselor and/or supervisor. If the matter is not satisfactorily resolved at this level, the college's designee and either the SCCB Regional Director or SCVRD Area Office Supervisor shall jointly attempt to resolve the matter. If the matter is still not satisfactorily resolved at this level, it can be directed to the state office staff at the SCCB or the SCVRD for resolution.

#### **IMPLEMENTATION, REVIEW AND TERMINATION OF THE MOA**

This MOA shall become effective upon signatures of \_\_\_\_\_'s President and the Commissioners of SCCB and SCVRD, and shall have a term of three (3) years from the date of the last signature.

The MOA will also be subject to an annual review by appropriate representatives of \_\_\_\_\_, SCCB and SCVRD to determine its effectiveness and continued use. This working relationship may be changed or modified at any time upon the written agreement of \_\_\_\_\_'s President and the Commissioners of SCCB and SCVRD.

\_\_\_\_\_, SCCB and SCVRD reserve the right to unilaterally terminate this MOA at any time without penalty upon thirty-day (30) written notice to the other party at their stated address below. Unless there is a notice of intent to unilaterally terminate this agreement thirty-days before the three-year term ends, this MOA will be automatically renewed for another three-year term.

\_\_\_\_\_  
Name  
Title  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
Title  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
Title  
Address

\_\_\_\_\_  
Date

THE TEXAS REHABILITATION COMMISSION  
INTERAGENCY COOPERATION CONTRACT

***INTERPRETER SERVICES***

\_\_\_\_\_  
(14 digit Payee I.D. Number)

\_\_\_\_\_  
(Contract Number)

This contract is entered into between the Texas Rehabilitation Commission, 4900 North Lamar Blvd., Austin, Texas, hereafter referred to as the "Receiving Agency" or "TRC," and:

Legal name:

Address:

City and Zip:

Telephone:

Fax #:

Contact Person:

hereafter referred to as the "Performing Agency" or "College or University."

**I. Legal authority and purpose:**

The legal authority for the Texas Rehabilitation Commission to enter into this contract is Title VII, §111.052, Human Resources Code, V.T.C.S. and the provisions of the Interagency Cooperation Act, Section 771.001-771.010, Texas Government Code.

This contract is awarded in accordance with Texas Government Code §2155.144 and Title 1, Texas Administrative Code, Chapter 391.

The Performing Agency is authorized under Title III, Chapter \_\_\_\_\_ of the Texas Education Code to contract with public and private institutions.

The purpose of this contract is to establish the responsibilities of each party in providing interpreter services to students of the Performing Agency who are also clients of the Receiving Agency.

**II. Definitions:**

Computer Assisted Real-Time Captioning (CART): Stenotyping of a conversation which appears on a screen so that a hearing-impaired person can read what is being said.

Conflict of Interest: Real or apparent conflicts of interest occur when a Receiving Agency employee, officer or immediate family member who is involved in the selection, award, or administration of the contract has a financial or other interest in the business relationship including prospective employment

involving the Performing Agency and that interest might reasonably be expected to influence the outcome of an official action.

Eligible Students: Students of the College or University who are also clients of the Receiving Agency, are hearing-impaired, and have been certified by the Receiving Agency eligible for and in need of interpreter services. The terms "student" and "client" may be used interchangeably in this document.

Official Day of Record: Date established on the official College or University calendar that a client is officially considered a student for that quarter/semester. This is usually the twelfth (12<sup>th</sup>) calendar day of class.

Qualified Interpreter: An individual with expressive and receptive translating and/or American Sign Language (ASL) skills adequate for communication with the client. The individual must be certified, at minimum, as a "Level I" Interpreter by the Texas Commission for the Deaf, or certified by the National Registry for Interpreters for the Deaf. Individuals not meeting these interpretation qualifications may be used only with prior approval from the Receiving Agency.

### **III. The Receiving Agency hereby agrees to:**

- A. Refer eligible clients to the College or University.
- B. Ensure that each client registers with the coordinator for interpreter services at the College or University prior to open registration.
- C. Provide a purchase order to the College or University upon student registration authorizing provision of interpreter services or CART services.
- D. Pay the College or University on a per student per quarter or semester basis for the coordination and provision of interpreter services as outlined in Section IV-A) at the following rates:

**1. SEMESTER HOURS:** Fall, Winter, Spring and Summer Semester/Quarters

- a. Interpreter Services \$ 200.00 per Semester/Quarter hour
- b. Realtime Captioning \$ 250.00 per Semester/Quarter hour

**2. TUTORING:**

Interpreters for Tutoring

Paid at an hourly rate, not to exceed those established by the Texas Commission for the Deaf and Hard of Hearing (TCDHH) and available regionally on their website at <http://www.tcdhh.state.tx.us>. Payment for non-certified interpreters will be paid at an hourly rate not to exceed \$11 per hour.



### 3. INDUSTRIAL/VOCATIONAL PROGRAMS :

#### Industrial Clock Hours

Interpreter Services: Paid at an hourly rate, not to exceed those established by the Texas Commission for the Deaf and Hard of Hearing (TCDHH) and available regionally on their website at <http://www.tcdhh.state.tx.us>. Payment for non-certified interpreters will be paid at an hourly rate not to exceed \$11 per hour.

- E. Pay full cost for each quarter or semester if a student drops after the "Official Day of Record." If a student drops all classes before the official day of record, the Receiving Agency will pay nothing toward interpreter services. Cost to the Receiving Agency will be based on the number of semester or quarter hours the client is enrolled in after the official day of record.
- F. Reimburse the College or University for each referral after the class drop date established by the Performing Agency.
- G. Provide other support services, placement and follow-up, as appropriate and planned in the Individualized Plan for Employment, and contingent upon state and federal funds.

### IV. The Performing Agency hereby agrees to:

- A. Arrange for and coordinate the provision of qualified interpreter or CART services, and other support services for each eligible student, to include providing these services during class, associated labs, tutoring sessions, consultation with instructors, and during times when the student is attempting to access other usual student services.
- B. Provide certified interpreters for each eligible student. The College or University will use only individuals who meet the qualifications as defined in Section II above, unless approval is obtained from the Receiving Agency prior to the use of non-certified interpreters.
- C. Maintain an updated list of interpreters used by the College or University and the credentials of these interpreters. The College or University further agrees to allow the Receiving Agency access to these records, upon written request.
- D. Assist students in selecting courses that best meet each individual student's needs or as specified in the degree plan and not based on any predetermined availability of an interpreter for that course.
- E. Advise instructors of the student's use of qualified interpreters or Real Time Educational Reporter and any other special accommodation needs of the student.
- F. Provide the Receiving Agency an invoice within 30 days after the "Official Day of Record" of the semester or quarter.
- G. Be responsible for any cost that exceeds the amount specified in Section III-D above.

- H. The Receiving Agency will not be liable to the Performing Agency for any expenses paid or incurred by the Performing Agency except as provided specifically by this contract.
- I. Schedule the service activities with each client.
- J. Accept the Receiving Agency's final payment for services for clients sponsored by the Receiving Agency as fulfilling the College's or University's claim for those services, and the College or University shall not pursue the client, the client's parent or guardian, or any other individual for additional payments without prior approval from the Receiving Agency.
- K. Establish and maintain a method to secure the confidentiality of records and other information relating to Receiving Agency clients in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting the Receiving Agency's right of access to client case records or other information relating to clients served under this contract.
- L. Upon request, make available to the Receiving Agency, the U.S. Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- M. Implement and maintain adequate and appropriate policies to prevent fraud, waste, and abuse.
- N. Retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this contract for which a claim or report was submitted to the Receiving Agency. These supporting records and documents must be kept for a minimum of three years after final payment and all other pending matters are closed out.
- O. Permit on site monitoring visits, as deemed necessary by the Receiving Agency, to review all financial or other records and management control systems relevant to the provision of goods and services under this contract.
- P. Remedy in a timely manner, any weaknesses or deficiencies found as a result of a site visit, and any performance or fiscal audit exceptions found by the Receiving Agency. Such remedy can include refund of disallowed costs or billed amounts, suspension of future referrals, reassignment of current client referrals, or other appropriate sanctions or penalties deemed necessary by the Receiving Agency.
- Q. Not enter into any subcontracts for services under this contract which transfer responsibility for the services delivered.
- R. Accept liability and responsibility for the performance of any of its personnel and subcontractors providing services under the terms of this contract.
- S. Accept responsibility for compensating any party with whom the Performing Agency enters into a subcontract to provide services under the terms of this contract.

- T. Save and hold harmless the Receiving Agency, its employees and the State of Texas, from all liability, of any nature, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits, or damages of any character whatsoever resulting from injuries or damages sustained by the persons or property, resulting in whole or part from the performance or omission of any employee, agent, or representative of the College or University.
- U. Adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by The Texas Health and Safety Code, Ann., Sec.85.113.
- V. Comply with all applicable requirements of the Americans with Disabilities Act of 1990, Public Law 101-336, 101 Congress, 2nd Session, 104 Stat. 327 (July 26, 1990).
- W. Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88.352).
- X. Comply with Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination on the basis of disability in programs and activities receiving Receiving Agency funds.
- Y. Take affirmative action to employ and advance in employment qualified individuals with disabilities.
- Z. Comply with Chapter 48, Human Resources Code, V.T.C.S., regarding abuse, exploitation or neglect of elderly or disabled persons, including establishing and maintaining, internal policy prohibiting the abuse, exploitation or neglect of elderly or disabled persons, and procedures outlining appropriate actions to be taken when allegations of such incidents are reported

Such policy and procedures shall include, but are not limited to:

- policies defining abuse, exploitation or neglect,
  - policies requiring the reporting of abuse, exploitation or neglect to internal management,
  - procedures for reporting allegations of such incidents to the appropriate regulatory agency
  - procedures for reporting allegations of such incidents to the Receiving Agency-assigned liaison counselor or client's sponsoring counselor (Receiving Agency-sponsored clients only),
  - procedures for conducting internal investigations of such allegations,
  - procedures for appropriate disciplinary or legal action for substantiated allegations, and
  - procedures for informing the Receiving Agency of actions taken in response to substantiated allegations.
- AA. Certify by signature of this contract that the Performing Agency has no knowledge of any real or apparent conflict of interest as defined in Section II of this contract. The Performing Agency agrees to notify the Receiving Agency as soon as possible if the Performing Agency becomes aware of a conflict of interest.
- BB. If this instrument is a contract for goods or services that equals or exceeds \$25,000 or a grant or a subgrant in any amount, then the Federal certification requirements in 34 CFR Part 85 apply. This grant or contract is included in the term "Lower Tier Covered Transaction" as used in Part 85.

(The corresponding term "Primary Covered Transaction" would refer to a grant or contract to which the Receiving Agency and a Federal government agency are parties) For purposes of this certification, the Performing Agency/grantee is a "lower-tier participant," and all subcontractors/subgrantees will also be "lower-tier participants." Accordingly, the Performing Agency/grantee or duly authorized representative, as a prospective lower tier participant, by signing this grant/contract, certifies and agrees as follows:

***Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion  
- Lower Tier Covered Transactions (34 CFR Part 85, Appendix B):***

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CC. If this grant or contract (including all subgrants and subcontracts) equals or exceeds \$100,000:

1. The Performing Agency/grantee or his duly authorized representative has attached and executed the Receiving Agency form titled *Certification Regarding Lobbying* (34 CFR, Part 82, Appendix A).
2. Comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15).

**V. The Receiving Agency and the Performing Agency agree to the following general provisions:**

- A. This contract may be used by other Texas Health and Human Services State Agencies during the term of the contract pursuant to Texas Government Code, Chapter 2155.144. All terms and conditions required by this contract shall remain intact for those agencies.
- B. The Receiving Agency is not obligated by this contract to refer any clients to the College or University. The Receiving Agency will determine the need for services on an individual client basis, and the provider will be selected on an individual client basis.
- C. The compensation rates for providing these services may not be increased during the contract period unless the Receiving Agency receives additional consideration for the increase in compensation.

- D. The Performing Agency is subject to audit during the term of this contract and within three years of the termination of this contract and thereafter as provided by law to determine that services were proper and the billings were correct.
- E. Comply with Sections 2161.181-182 of the Texas Government Code and Section 111.11 *et seq.* of the Texas Administrative Code by making a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, and commodities purchases, to include subcontracting opportunities.
- F. If the procurement action leading to this contract allows noncompetitive renewal, such renewal will be based upon a compliance review and the Receiving Agency's continuing need for the services.
- G. This contract is subject to the availability of state and/or federal funds. If funds are not available or if available funding is reduced, written notice of termination, payment suspension, or funding reduction will be provided by the Receiving Agency to the College or University.
- H. If the College or University is indebted to or owes delinquent taxes to the state, or owes delinquent taxes under a tax that the Comptroller administers or collects, then pursuant to Section 403.055(H), Government Code, any payments owing to the College or University under the contract will be applied towards the debts or delinquent taxes that the College or University owes the state until the debt or delinquent taxes are paid in full. *(Use only if applicable)*
- I. In the event the College or University fails to perform in accordance with the provisions of this contract, the Receiving Agency may upon written notice to the College or University, terminate the contract in whole or in part. If notice of termination is given, all work by the College or University shall cease on the effective date of the termination, and the Receiving Agency will not pay for work performed following that date. The College or University shall be paid for all work performed prior to the notice of termination in accordance with the terms of the contract. Final invoices shall be submitted to Receiving Agency not later than 30 days following the date of termination of this contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this contract (including but not limited to those listed in Section IV).

Termination may result from, but is not limited to:

- 1. Violation of the terms of this contract,
- 2. Any evidence of abuse, neglect, or exploitation of clients receiving services from the Performing Agency as substantiated by an investigation conducted by the Performing Agency, an external regulatory agency, or Receiving Agency Management Audit Division,
- 3. Any time the Receiving Agency has reason to believe that the health or safety of Receiving Agency clients is compromised,
- 4. Any change in ownership or change in control that the Receiving Agency believes would adversely affect the delivery of services,
- 5. Any real or apparent conflict of interest,
- 6. Any violation of state or federal law.

- J. The Federal Awarding Agency and the Receiving Agency reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or State of Texas government purposes:
1. the copyright in any work developed under this contract, and
  2. any rights of copyright to which the Performing Agency purchases ownership with contract support (20 U.S.C. 3474, OMB Circular A-102, and Chapter 783 of the Texas Government Code).
- K. Failure to enforce any provision of the contract does not constitute a waiver of that provision, or any other provision, of the contract.
- L. If any part of this contract shall be held unenforceable, the rest of the contract will nevertheless remain in full force and effect.
- M. This contract may be terminated by mutual consent of both parties upon receipt of 30 days written notice.
- N. This contract represents the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this contract shall be in writing and signed by both parties. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

**VI. Contract Amount:**

The total amount of this contract cannot exceed: \$\_\_\_\_\_.

**VII. Payment for Services:**

The Receiving Agency shall pay for services or resources received from the appropriation item or account of the Receiving Agency from which the Receiving Agency would ordinarily make expenditures for similar services or resources, based upon the interagency transfer vouchers submitted by the Performing Agency to the Receiving Agency. The Receiving Agency will pay the Performing Agency within 30 days of receipt of the interagency transfer voucher.

**VIII. Contract Period:**

This contract shall be in effect upon signature of both parties through \_\_\_\_\_.

**IX. Signatures:**

The terms of this contract are accepted by the parties to the contract. Persons signing are expressly authorized to obligate the parties to the terms of this contract. The undersigned parties bind themselves to the faithful performance of this contract.

**Texas Rehabilitation Commission**  
(The Receiving Agency)

**Other State Agency**  
(The Performing Agency)

\_\_\_\_\_  
TRC Representative

\_\_\_\_\_  
College or University Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed and Filed:

*Suzanne's Electronic Signature*

## Appendix A to Part 82--Certification Regarding Lobbying

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Printed Name - Authorized Representative      Title

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Signature - Authorized Representative      Date



**INTERAGENCY AGREEMENT BETWEEN THE VERMONT STATE COLLEGES AND  
THE VERMONT DIVISION OF VOCATIONAL REHABILITATION AND THE DIVISION  
FOR THE BLIND AND VISUALLY IMPAIRED**

**Overview and Purpose**

Pursuant to requirements established in the 1998 Amendments to the Rehabilitation Act (Title IV of the Workforce Investment Act of 1998), this interagency agreement shall be the mechanism used to formalize an agreement between the Division of Vocational Rehabilitation (DVR), the Division for the Blind and Visually Impaired (DBVI) and the Vermont State Colleges (VSC) regarding their responsibilities to individuals with disabilities who are served by DVR or DBVI and are enrolled students within VSC. This agreement is intended to clarify roles, functions and facilitate achievement of education at VSC for individuals served by DVR and DBVI.

**Mission and Legal Basis**

**Division of Vocational Rehabilitation and Division for the Blind and Visually Impaired**

The mission of the Division of Vocational Rehabilitation (DVR) and the Division for the Blind and Visually Impaired (DBVI) is to assist individuals with disabilities in preparing for, obtaining and retaining employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. The VR Program has the following basis in federal and state law:

1. Workforce Investment Act of 1998, Title IV, Rehabilitation Act, as amended.
2. 34 CFR Parts 361, 363, 376 and 380.
3. The Americans with Disabilities Act of 1990.

**Vermont State Colleges**

The mission of the Vermont State Colleges is to provide high quality, accessible and affordable educational opportunities and services, including career, developmental and continuing education programs, that promote individual, professional and economic development. The mission of the Office of ADA Compliance is to provide reasonable accommodations to students with disabilities, as necessary, to assure their equal access to educational opportunities available at VSC. Activities of the Office of ADA Compliance have the following basis in law:

1. Section 504, The Rehabilitation Act of 1973, as amended.
2. The Americans with Disabilities Act of 1990.

### 3. The Family Educational Rights Privacy Act (FERPA) (Buckley Amendment).

#### **Role and Responsibilities**

##### **Student:**

- Attend classes and complete assigned work.
- Notify the College's ADA Coordinator and the VR Counselor in a timely manner when problems arise, i.e. poor mid-semester evaluations or being placed on academic probation.
- Share academic transcripts each semester with their VR Counselor.
- Maintain a grade point average of C or better.

#### **Division of Vocational Rehabilitation and Division for the Blind and Visually Impaired**

DVR and DBVI are the official State Agencies that administer the vocational rehabilitation program and are an integral part of the statewide workforce investment system in Vermont. The DVR or DBVI counselor determines eligibility based on available information and secures additional assessment information as required to determine eligibility and/or rehabilitation needs.

The VR program provides eligible individuals with disabilities who can be served under the Order of Selection (priority of services is to individuals with the "most significant" disabilities) an array of employment-related services and opportunities required for the achievement of the individual's employment goal. DBVI does not have an Order of Selection. The employment goal and services required are specified on an Individualized Plan for Employment (IPE) developed by the individual and approved by DVR or DBVI.

Depending on the requirements for achieving the employment goal, post-secondary education, may be a service included on the IPE. Services are provided or arranged by VR counselors consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities and informed choice.

DVR and DBVI are required by federal law to ascertain if comparable benefits are available for services required by an eligible individual, and is prohibited from paying for services that are available through other state or federal programs.

There are 12 DVR and 4 DBVI offices in communities throughout Vermont to serve individuals with disabilities seeking employment. Individuals may also initiate rehabilitation services through One-Stop Employment Centers located throughout Vermont.

#### **Vermont State Colleges**

The ADA Coordinator determines the nature and scope of accommodations which may be needed by students with disabilities who have self-identified and for whom there is current documentation

supporting the need. The ADA Coordinator also facilitates provision of reasonable and appropriate accommodations and works with instructors regarding provision of accommodations. Information and guidance is available to prospective and enrolled students and their families regarding higher education and reasonable accommodations.

### **Financial and Programmatic Responsibilities**

#### **Division of Vocational Rehabilitation and Division for the Blind and Visually Impaired**

1. May provide financial assistance for tuition, fees, books, and transportation to students with disabilities attending VSC who are served by DVR or DBVI, consistent with the individual's Individualized Plan for Employment and State regulations.
2. Will encourage DVR and DBVI consumers interested in attending VSC to meet with the ADA Coordinator to discuss needs and concerns and services of that office.
3. Shall provide relevant assessment information to VSC, ADA Coordinator, documenting the DVR and DBVI consumer's disability and need for reasonable accommodation, with the written permission of the individual served. DVR and DBVI are not able to fund assessment services to students who are not consumers of DVR or DBVI for the sole purpose of identifying and documenting the need for reasonable accommodations at VSC.
4. Will clarify with consumers interested in attending or already enrolled at VSC that 1) the ADA Coordinator has the responsibility to determine if accommodations are needed in the college setting and, if so, the nature and scope of such accommodations, 2) students must request consideration of accommodations through the ADA Coordinator, and 3) accommodations provided at the college may be different from those which may have been provided in a high school setting.
5. In circumstances when the consumer/student has a very significant disability that may require "high tech" accommodations, DVR or DBVI may, at the request of VSC, be able to provide technical assistance to assist the ADA Coordinator in identifying the nature and extent of needed accommodations and provide training in the use of those accommodations.
6. DVR and DBVI will assist consumers/students to access resources to obtain assistive devices, technology and other materials that become the property of individual students, under Individualized Plans for Employment and in accordance with DVR and DBVI policies and procedures. DVR or DBVI will pay for interpreter and reader services needed by a student outside of class time, i.e. tutorials.

#### **The Vermont State Colleges will:**

1. Determine, at the request of a DVR or DBVI consumer/student based on appropriate

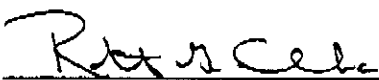
documentation, if the DVR or DBVI consumer/student attending VSC requires reasonable accommodations in order to benefit from educational programs, in accordance with the ADA, the Rehabilitation Act, as amended, and the policy of the institution.

2. Hold personal information provided about a student in support of a request for reasonable accommodations confidential within the office of the ADA Coordinator, releasing it only with the written consent of the student.
3. Identify, provide and fund educationally related, on-campus reasonable accommodations for students with disabilities, including individuals who are consumers of DVR or DBVI, attending VSC based on documented need and policies of the institution.
4. Provide academic advisement to individuals with disabilities including development of a plan of study that will fulfill completion of requirements for graduation.
5. Refer individuals with disabilities to DVR or DBVI if the individual requests referral and is interested in achieving employment.

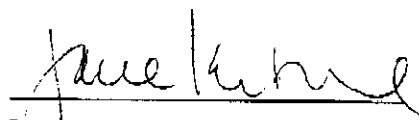
#### **Common Understandings**

1. Completion of Programs/Courses of Study. Both parties, within their own legal requirements, policies and mission, are committed to students with disabilities completing programs of study, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
2. Confidentiality. All information provided by either party to the other (e.g., grade reports, psychological evaluations) will be held confidential and will not be further disclosed without the explicit written permission of the consumer/student.
3. Communication. DVR and DBVI counselors and VSC staff will communicate as needed to facilitate the successful completion of the consumer/student's educational program, including when planning the course of study, reviewing progress in the program and addressing anticipated changes in the educational program undertaken.
4. Action Plans. DVR, DBVI and VSC staff will work together to develop and implement action plans when students are not fulfilling responsibilities related to use of services provided as reasonable accommodations. Such action plans may include the requirement that the student provide notice of when he/she will attend class and need services; a requirement that absences be documented, etc.

5. Collaboration on Resource Issues. DVR, DBVI and VSC will share information about availability and funding of reasonable accommodations and will seek opportunities to develop strategies to improve access to and cost effectiveness of assistive technology and other reasonable accommodations.
6. Provision of additional services by VSC to DVR and DBVI consumers. Nothing within this agreement shall obligate VSC to provide services or accommodations to students with disabilities who are consumers of DVR above and beyond those services and accommodations provided for students with disabilities who are not consumers of DVR or DBVI.
7. Retention of policies. In keeping with their differing missions, DVR, DBVI and VSC may maintain different requirements regarding eligibility, documentation of disability, and provision of services (DVR and DBVI) and accommodations (VSC). Nothing within this agreement shall obligate DVR, DBVI or VSC to abandon or alter their policies in regard to such matters as they are used in guiding the provision of services/support.
8. Contracting for additional services. Nothing within this agreement prohibits DVR or DBVI from contracting with VSC to provide services/support for its consumers beyond those required to assure equal access to educational opportunity.
9. Amendments to the Agreement. This agreement will be reviewed annually, and amended if needed. Either party may request that amendments be considered at any time.



Robert Clarke, Chancellor  
Vermont State Colleges



Jane Kitchel, Secretary  
Agency of Human Services

stcolagr

**A Cooperative Agreement Between**  
**The Virginia Department of Rehabilitative Services,**  
**The Virginia Department for the Visually Handicapped,**  
**and the Virginia Community College System**

**I. PARTIES**

This agreement is made and entered into by the Virginia Department of Rehabilitative Services (DRS), the Virginia Department for the Visually Handicapped (DVH), and the Virginia Community College System (VCCS).

**II. AUTHORITY**

The legal basis for this agreement is found in Title I, Section 101(a) (8) (B) and Section 504 of the Rehabilitation Act of 1973, as amended.

**III. Purpose**

The purpose of this agreement is to provide cooperation and coordination between DRS, DVH and the Community Colleges of Virginia regarding the provision of services to individuals with disabilities who are served by DRS or DVH and are enrolled as students in the Community Colleges of Virginia.

**IV. Term of Agreement**

The term of this agreement is for a period of three years (July 1, 2000 through June 30, 2003) and effective upon the signatures of the Commissioner of DRS, the Commissioner of DVH, and the Chancellor of VCCS. This agreement may be amended by mutual consent of the parties, provided such changes are stated in writing 30 days prior to the effective date of such changes.

**V. interagency Coordination & Responsibility**

**A. Role of each agency**

The Community Colleges shall serve as the party responsible for the education of students with disabilities enrolled in the institution who are protected from discrimination under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA). DRS and DVH will collaborate with the Community Colleges in planning and service provision for those students whose active Individualized Plan for Employment (IPE) includes community college training.

**B. Standards of Eligibility**

**1. Department of Rehabilitative Services**

Individuals with disabilities are determined eligible for vocational rehabilitation services through verification of a physical or mental impairment that presents a barrier to obtaining or maintaining employment. There must be a reasonable expectation that the individual can benefit from vocational rehabilitation services in order to become employed. Individuals must be legally eligible to work in the United States. An individual is presumed to benefit in terms of an employment outcome unless DRS can demonstrate, based on clear and convincing evidence, that the individual cannot benefit due to the severity of the disability. Any applicant who has been determined eligible for Social Security benefits under Title II or Title XVI of the Social Security Act is presume eligible for vocational rehabilitation services as long as the applicant intends to achieve an employment outcome.

## 2. Department for the Visually Handicapped

Individuals who are blind or severely visually impaired, and who may have a secondary physical or sensory disability, are determined eligible for vocational rehabilitation services through verification of a visual impairment that presents a barrier to obtaining or maintaining employment. There must be a reasonable expectation that the individual can benefit from vocational rehabilitation services in order to become employed. An individual is presumed to benefit in terms of an employment outcome unless DVH can demonstrate, based on clear and convincing evidence, that the individual cannot benefit due to the severity of the disability. Individuals must be legally eligible to work in the United States. Any applicant who has been determined eligible for Social Security benefits under Title II or Title XVI of the Social Security Act is presume eligible for vocational rehabilitation services as long as the applicant intends to achieve an employment outcome.

## 3. Virginia Community College System

Community Colleges are available to all students, regardless of disability, to provide an array of educational opportunities, which lead to employment in a technical or occupational field, or transfer to a four-year college to complete a baccalaureate degree. Community Colleges provide reasonable accommodations to students with disabilities, as necessary, to assure their equal access to all activities and educational opportunities.

### C. Referrals

#### 1. Department of Rehabilitative Services

Individuals may be referred to DRS by contacting the local DRS office or by phoning (800) 552-5019 or TTY (800) 464-9950. Vocational rehabilitation services are provided by DRS and appropriate referrals are those individuals that desire involvement in a vocational rehabilitation program to obtain or maintain employment. To enhance service delivery, referral sources should be mindful of the eligibility requirements of DRS as stated in paragraph B-1.

#### 2. Department for the Visually Handicapped

Individuals may be referred to DVH by contacting one of the six regional offices

located in Bristol, Fairfax, Norfolk, Richmond, Roanoke or Staunton. Referrals may also be made to the Department by calling the toll-free number at (800) 622-2155.

### 3. Virginia Community College System

The Community Colleges of the VCCS provide an affordable access to higher education throughout the Commonwealth of Virginia. Although individuals are encouraged to contact the Community Colleges directly, information may also be obtained from the VCCS at (804) 225-2117.

#### D. Mutual Responsibilities

The parties agree to the following on behalf of students with disabilities:

1. Continue the Higher Education Workgroup;
2. Maintain and expand methods for sharing relevant data;
3. Identify procedures for enhancing communication and coordination among the parties;
4. Pursue opportunities for potential presentations or publications;
5. Explore new opportunities for collaboration and seek additional resources to improve services for students with disabilities;
6. Use of non-discriminatory policies and procedures.

#### E. Qualified Personnel Responsible for Services and Training

DRS, DVH and each community college will assign primary program responsibility for students with disabilities attending community colleges to one individual within the agency and college. Each agency/college will provide and/or coordinate state, regional and local training to respective staffs and constituents on the availability, benefits, and standards for the respective services of each. The agencies/colleges will collaboratively promote and plan jointly sponsored training opportunities.

## VI. FINANCIAL RESPONSIBILITY OF EACH AGENCY

### A. Virginia Department of Rehabilitative Services

1. DRS is responsible for the coordination, provision, and/or payment of vocational rehabilitative goods and services for consumers in accordance with applicable Federal and State laws, regulations, DRS policies and guidelines. This includes providing services supporting college attendance as indicated in the eligible consumer's Individualized Plan for Employment (IPE).

2. The Memorandum of Understanding to New River Community College (NRCC) and J. Sargeant Reynolds Community College



(JSRCC) continues with modification in funding percentages for each of the three years. Funding will remain at 100% for FY 00-01. Funding will be 70% for DRS and 30% for the colleges for FY 01-02 and 40% DRS and 60% colleges for FY 02-03.

3. Community Colleges (other than NRCC and JSRCC) may submit bills to DRS for reimbursement for up to 40% of the cost for qualified interpreters (as defined by the Code of Virginia) and CART services utilized for academic services (classroom time, required academic activities) for DRS consumers whose IPE includes interpreter and/or CART services. Reimbursement will continue until funds are exhausted.

4. Continuation of activities associated with Association of Higher Education and Disability training conferences as appropriate.

#### **B. Virginia Department for the Visually Handicapped**

DVH is responsible for the coordination, provision, and/or payment of vocational rehabilitative goods and services for individuals with blindness or visual impairments in accordance with applicable Federal and State laws, regulations, agency policies and guidelines. DVH shall commit financial resources to the following:

1. Provide the eligible individual adaptive equipment necessary for academic study and participation in the classroom.

#### **C. Virginia Community College System**

The Virginia Community College System will insure that students with mental, sensory or physical disabilities receive the appropriate services as required under Federal and State laws. Each Community College has a team of professional staff to assist students with disabilities to complete their educational objective.

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Each agency/college is responsible for collaborating in the coordination and provision of services for individuals with disabilities, as well as the provision of technical assistance and dissemination of information to individuals with disabilities, parents and other community members. The agencies/colleges agree to jointly explore Federal, State and local grant opportunities to increase services for students with disabilities.

### **VII. EVALUATION**

The parties will design a system of evaluation in collaboration with the Higher Education Workgroup (Cooperative Agreement Participatory Action Team).

### **VIII. RESOLUTION OF DISPUTES**

The parties agree to seek resolution of any dispute arising from the provisions contained within

this agreement (including reimbursement issues) at the lowest level possible. The sequence of the resolution is as follows:

**Level I. The first attempt at resolution occurs between the disability office supervisor and the DRS Education Services Manager or DVH Regional Manager.**

**Level II. The second level of dispute resolution will be conducted by the DRS Assistant Commissioner of Field Rehabilitation Services or the DVH Deputy Commissioner and the VCCS Vice Chancellor.**

**Level III. The final level of dispute resolution will be conducted by the Commissioner of DRS or DVH and the Chancellor of VCCS.**

**Signatures of Agency Representatives**

---

**H. Gray Broughton, Commissioner** Date 6/16/00

Virginia Department of Rehabilitative Services

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**W. Roy Grizzard, Commissioner** Date 5/11/00

Virginia Department for the Visually Handicapped

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**Arnold R. Oliver, Chancellor** Date 5/26/00

Virginia Community College System

**ADDENDUM**

**Date:** July 1, 2000

**Addendum to: Cooperative Agreement Between the Virginia Department of Rehabilitative Services,**

**the Virginia Department for the Visually Handicapped, and the Virginia Community College System**

**Issued by: COMMONWEALTH OF VIRGINIA**

**DEPARTMENT FOR THE VISUALLY HANDICAPPED**

**Agreement:** To provide cooperation and coordination between DRS, DVH, and the Community Colleges of Virginia.

**Description of Addendum:** Community Colleges may submit bills to DVH for reimbursement for up to 40% of the cost for qualified interpreters (as defined by the *Code of Virginia*) and CART services utilized for academic services (classroom time and required academic activities) for DVH consumers whose IPE includes interpreter and/or CART services. Reimbursement will continue until funds are exhausted.

**NAME OF PARTIES:** The Virginia Department of Rehabilitative Services,

the Virginia Department for the Visually Handicapped, and the Virginia Community College System

By:

---

W. Roy Grizzard, Jr., Commissioner Date

Department for the Visually Handicapped

---

H. Gray Broughton, Commissioner Date

Department of Rehabilitative Services

---

Arnold R. Oliver, Chancellor Date

Virginia Community College System

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The Virginia Department of Rehabilitative Services,

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## and the Virginia Community College System

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Level III. The final level of dispute resolution will be conducted by the Commissioner of DRS or DVH and the Chancellor of VCCS.

SIGNATURES:

W. Roy Grizzard, Jr., Commissioner Date: 10/25/00

Department for the Visually Handicapped

H. Gray Broughton, Commissioner Date: 11/16/00

Department of Rehabilitative Services

Arnold R. Oliver, Chancellor Date: 12/5/00

Virginia Community College System

### **ADDENDUM**

**Date:** July 1, 2000

**Addendum to: Cooperative Agreement Between the Virginia Department of Rehabilitative Services,**

**the Virginia Department for the Visually Handicapped, and the Virginia Community College System**

**Issued by: COMMONWEALTH OF VIRGINIA**

#### **DEPARTMENT FOR THE VISUALLY HANDICAPPED**

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**NAME OF PARTIES:** The Virginia Department of Rehabilitative Services, the Virginia Department for the Visually Handicapped, and the Virginia Community College System

By:

W. Roy Grizzard, Jr., Commissioner Date: 10/25/00



Department for the Visually Handicapped

H. Gray Broughton, Commissioner Date: 11/16/00

Department of Rehabilitative Services

Arnold R. Oliver, Chancellor Date: 12/5/00

Virginia Community College System



State of Wisconsin  
Department of Workforce Development

August 21, 2002

Katharine Lyall, President  
University of Wisconsin System  
1220 Linden Drive  
Van Hise Hall  
Madison, WI 53706

Dear Dr. Lyall:

I have enclosed what I hope will be the final draft of the Memorandum of Understanding between the Department of Workforce Development (DWD), Division of Vocational Rehabilitation (DVR) and the University of Wisconsin System (UWS).

As we have discussed, references to future agreements have been removed and the document simply states the amount of DVR funding for the period from July 1, 2002 through June 30, 2003.

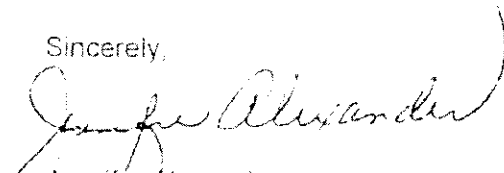
DWD continues to intend that this MOU will be part of a process by which the UWS ultimately assumes full responsibility for the funding of accommodations, e.g., support services and auxiliary aids/devices, for qualified students with disabilities necessary to assure their equal access to academic programs and services.

As we pointed out in Eric Baker's June correspondence, the DVR state plan allows for up to four years for interagency cooperative agreement initiatives involving DVR funding support. Waivers from this timeframe can be granted by the Wisconsin Rehabilitation Council.

Let me say again that we have a sincere interest in not only continuing, but building upon the partnership that exists between our systems. The 1998 Rehabilitation Act amendments give us the opportunity to refocus our partnership into a new, more productive relationship -- one that will positively impact many more citizens with disabilities. The collaborative projects that we are engaged in this year are exciting examples of this new direction.

We appreciate your willingness to work with us in pursuit of this goal.

Sincerely,



Jennifer Alexander  
Secretary

Enclosure

Scott McCallum  
Governor

Jennifer Alexander  
Secretary



State of Wisconsin  
Department of Workforce Development

WISCONSIN  
OFFICE OF THE SECRETARY  
201 East Washington Avenue  
P.O. Box 7946  
Madison, WI 53707-7946  
Telephone: (608) 266-7552  
Fax: (608) 266-1784  
<http://www.dwd.state.wi.us/>  
e-mail: [dwdsec@dwd.state.wi.us](mailto:dwdsec@dwd.state.wi.us)

August 21, 2002

Richard Carpenter  
WTCS  
310 Price Place  
Madison, WI 53705

Dear Dr. Carpenter:

I have enclosed what I hope will be the final draft of the Memorandum of Understanding between the Department of Workforce Development (DWD), Division of Vocational Rehabilitation (DVR) and the Wisconsin Technical College System (WTCS).

As we have discussed, references to future agreements have been removed and the document simply states the amount of DVR funding for the period from July 1, 2002 through June 30, 2003.

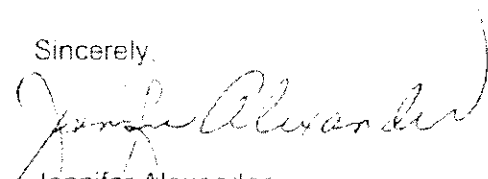
DWD continues to intend that this MOU will be part of a process by which the WTCS ultimately assumes full responsibility for the funding of accommodations, e.g., support services and auxiliary aids/devices, for qualified students with disabilities necessary to assure their equal access to academic programs and services.

As we pointed out in Eric Baker's June correspondence, the DVR state plan allows for up to four years for interagency cooperative agreement initiatives involving DVR funding support. Waivers from this timeframe can be granted by the Wisconsin Rehabilitation Council.

Let me say again that we have a sincere interest in not only continuing, but building upon the partnership that exists between our systems. The 1998 Rehabilitation Act amendments give us the opportunity to refocus our partnership into a new, more productive relationship – one that will positively impact many more citizens with disabilities. The collaborative projects that we are engaged in this year are exciting examples of this new direction.

We appreciate your willingness to work with us in pursuit of this goal.

Sincerely,



Jennifer Alexander  
Secretary

Enclosure

## Memorandum of Understanding

**Rationale:**

The federal Rehabilitation Act (Title IV of the Workforce Investment Act) calls for the development of cooperative agreements between the state Vocational Rehabilitation Agency and its education partners who serve mutual customers/students.

**Purpose:**

The purpose of The Division of Vocational Rehabilitation (DVR) is to assist individuals with disabilities to successfully prepare for, secure, retain or regain employment. DVR provides a variety of services pursuant to this purpose. The purpose of higher education is to make available to all qualified students, regardless of disability, the opportunity to acquire knowledge, skills, and/or expertise commensurate with their level of ability. Pursuant to Section 504 of the Rehabilitation Act (20 U.S.C. 794) and Section 2020 of the Americans with Disabilities Act (42 U.S.C. 12132), institutions of higher education provide accommodations to students with disabilities, as necessary to assure their equal access to such opportunities. While the purposes of VR and of higher education are different, they are not mutually exclusive.

This agreement seeks to clarify roles and responsibilities of the parties involved in fostering a seamless delivery system supporting the individualized plan for employment (IPE) for DVR customers attending a postsecondary program to meet his/her goals. Throughout the document "parties" or "all parties" refers to the University of Wisconsin institutions and DVR. It is the intent of this agreement to ensure the understanding of responsibility between DVR and higher education institutions for students with disabilities who are eligible for DVR services.

As required, the agreement addresses the responsibilities of the UWS institutions to make their programs and services accessible, to provide auxiliary aids and to accommodate the academic participation of qualified students with disabilities. A process for on-going coordination and communication among the agencies and a procedures for resolving disputes arising from the implementation of the agreement are also included.

Additional benefits of this agreement are increasing dialogue, improving communications and establishing working relationships that ultimately improve services to students.

In keeping with their differing purposes, DVR and UWS institutions may maintain different requirements regarding eligibility, documentation of disability, assignment of services or accommodations; nothing in this agreement shall obligate DVR or UWS institutions to abandon or alter their policies regarding such matters as they are used in guiding the provision of services/support.

Nothing in this agreement shall obligate the UWS institutions to provide services or accommodations to students with disabilities who are clients of DVR that are not required for students with disabilities who are not clients of DVR.

Nothing in this agreement prohibits DVR from contracting with individual UWS institutions or groups of those institutions to provide services for its clients beyond those required to assure equal access to educational opportunity.

### Section I Responsibilities

Pursuant to Section 504 of the Rehabilitation Act (20 U.S.C. 794) and Section 2020 of the Americans with Disabilities Act (42 U.S.C. 12132) UWS institutions will provide accommodations e.g., support services and auxiliary aids/devices to students with disabilities, as necessary to assure their equal access to academic programs and services.

Accommodations refer to services or aids that are necessary to make a program, service, or activity accessible to an individual with a disability. Examples include, but are not limited to:

- Readers/Taped Texts
- Notetakers
- Extended time on exams
- Alternate Format for required materials
- Specialized equipment
- Interpreter/captioning

The postsecondary service provider has the responsibility to arrange and/or coordinate appropriate accommodations that are requested by the student and

supported by the documentation. It is understood that the accommodations shall not fundamentally alter the nature of the educational program, service, or activity; require waiver of essential program or licensure requirements; violate accreditation requirements; unnecessarily intrude upon academic freedom; or pose an undue fiscal or administrative burden on the institution. Therefore, UWS institutions have the primary responsibility and authority for determining, in consultation with the student, the appropriate accommodation for a specific academic situation, including the level and manner in which it will be provided.

## Section 2 DVR funding assistance to UWS institutions

When obligated under Federal or State law or assigned responsibility under State policy to provide or pay for any services that are also considered to be vocational rehabilitation services (other than those specified in paragraphs (1) through (4) and (14) of Section 103 (a) of the Rehabilitation Act of 1973 as amended in 1998) UWS will fulfill that obligation either directly or by contract or other arrangement.

In accordance with this MOU and for the period July 1, 2002 through June 30, 2003, DVR will establish a services to groups contract with the UWS to financially assist the institutions in providing accommodations to students with disabilities, as necessary to assure their equal access to academic programs and services. The SFY 03 services to groups contracts will be funded at \$753,000 which is a level equal to 80% of the highest levels of verifiable financial support provided by DVR in recent 12-month periods.

Funding will be made available beginning July 1, 2002 and after this agreement has been signed by the respective parties. Funding in future years is contingent upon subsequent signed agreements. An award letter and contractual documents will be sent to the UWS upon agreement by DVR. Accompanying the agreement will be provisions for sharing student data between UWS institutions and DVR. Procedures and requirements for fiscal reporting and billing to DVR will be established with an option for bills to be either submitted through a central UWS source to the DVR central office, or for individual institutions to submit bills to the DVR central office. DVR and the UWS will agree on a uniform method of billing.

### B. Tuition and Fees

As confirmed in the student's IPE and after determining the use of comparable services and benefits, the DVR will provide, according to DVR policies and guidelines, funding for services and equipment, that supports the student's

employment goal. These may include, but are not limited to, tuition and fees, books and supplies.

### Section 3: Communication

In order to assure that coordination and communication occurs between DVR, WTCS and the UWS institutions, the following activities will take place:

DVR, WTCS and the UWS will each designate an individual to serve as the statewide liaison.

DVR and the UWS will conduct joint annual update/training sessions for front line campus and DVR staff regarding the joint agreement, and the post secondary and DVR policies and procedures impacting the service to postsecondary students who are DVR clients. A primary goal of the training will be to assure consistency in interpretation of the interagency agreement among personnel throughout the state.

The DVR administrator or his/her designee will meet with the designated UWS representatives quarterly to share feedback and review any concerns regarding the implementation of the joint agreement, plan joint staff training sessions, and explore additional opportunities for collaboration.

### Section 4: Resolution of Disputes

The UWS institutions and DVR have a long history of working cooperatively. Past experience predicts that most disagreements will be resolved through open discussion. The UWS and the DVR liaisons, working collectively, will review problems that cannot be solved at the local level between a DVR Office and a UWS institution. Both informal and formal processes may be used by all parties to resolve local issues.

For the interagency agreement/memorandum of understanding, the UWS and WTCS liaison and the DVR administrator or her designee and the DVR liaisons will participate in the negotiations. If issues in the agreement cannot be resolved by consensus, any party may request that the negotiations be forwarded for formal resolution. Once such a request has been made, the liaisons will have ten working days to continue the informal process. The deadline may be extended if all parties agree.

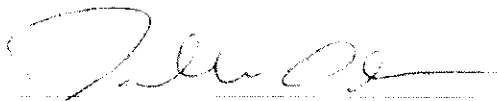
If the formal dispute resolution process is required the Deputy Secretary of the Department of Workforce Development or his/her designee, and the UWS Senior

Vice President for Academic Affairs, or their designees will be convened to resolve the matter under dispute. A formal decision will be made and communicated to all parties.

#### Section 5: Effective Dates

The terms of this interagency agreement are in effect for July 1, 2002-June 30, 2003. The agreement will be evaluated annually. Discussion of modifications for the period beyond 2003 shall begin by October 2002 and will be completed by March 1, 2003.

This agreement shall continue in force until June 30, 2003. Termination of the agreement may be effected by written notice served by one party to the other at least one hundred and twenty (120) days prior to the intended date of termination. Any provisions within this agreement which conflict with or exceed the authority vested in the parties under federal law, the Wisconsin Statutes or the DVR State Plan shall be severable as to the agreement.



David W. Olien, Senior Vice President  
University of Wisconsin System

Date: 8-17-02



Eric Baker, Deputy Secretary  
Department of Workforce Development

Date: 8-16-02



Charlene Dwyer, Administrator  
Division of Vocational Rehabilitation  
Department of Workforce Development

Date: 8-16-02



## Memorandum of Understanding

### **Rationale:**

The federal Rehabilitation Act (Title IV of the Workforce Investment Act) calls for the development of cooperative agreements between the state Vocational Rehabilitation Agency and its education partners who serve mutual customers/students.

### **Purpose:**

The purpose of The Division of Vocational Rehabilitation (DVR) is to assist individuals with disabilities to successfully prepare for, secure, retain or regain employment. DVR provides a variety of services pursuant to this purpose. The purpose of higher education is to make available to all qualified students, regardless of disability, the opportunity to acquire knowledge, skills, and/or expertise commensurate with their level of ability. Pursuant to Section 504 of the Rehabilitation Act (20 U.S.C. 794) and Section 2020 of the Americans with Disabilities Act (42 U.S.C. 12132), institutions of higher education provide accommodations to students with disabilities, as necessary to assure their equal access to such opportunities. While the purposes of VR and of higher education are different, they are not mutually exclusive.

This agreement seeks to clarify roles and responsibilities of the parties involved in fostering a seamless delivery system supporting the individualized plan for employment (IPE) for DVR customers attending a postsecondary program to meet his/her goals. Throughout the document "parties" or "all parties" refers to the Wisconsin Technical College System (WTCS) institutions and DVR. It is the intent of this agreement to ensure the understanding of responsibility between DVR and higher education institutions for students with disabilities who are eligible for DVR services.

As required, the agreement addresses the responsibilities of the WTCS institutions to make their programs and services accessible, to provide auxiliary aids and to accommodate the academic participation of qualified students with disabilities. A process for on-going coordination and communication among the agencies and a procedures for resolving disputes arising from the implementation of the agreement are also included.

Additional benefits of this agreement are increasing dialogue, improving communications and establishing working relationships that ultimately improve services to students.

In keeping with their differing purposes, DVR and WTCS institutions may maintain different requirements regarding eligibility, documentation of disability, assignment of services or accommodations; nothing in this agreement shall obligate DVR or WTCS institutions to abandon or alter their policies regarding such matters as they are used in guiding the provision of services/support.

Nothing in this agreement shall obligate the WTCS institutions to provide services or accommodations to students with disabilities who are clients of DVR that are not required for students with disabilities who are not clients of DVR.

Nothing in this agreement prohibits DVR from contracting with individual WTCS institutions or groups of those institutions to provide services for its clients beyond those required to assure equal access to educational opportunity.

### Section 1 Responsibilities

Pursuant to Section 504 of the Rehabilitation Act (20 U.S.C. 794) and Section 2020 of the Americans with Disabilities Act (42 U.S.C. 12132) WTCS institutions will provide accommodations e.g., support services and auxiliary aids/devices to students with disabilities, as necessary to assure their equal access to academic programs and services.

Accommodations refer to services or aids that are necessary to make a program, service, or activity accessible to an individual with a disability. Examples include, but are not limited to:

Readers/Taped Texts

Notetakers

Extended time on exams

Alternate Format for required materials

Specialized equipment

Interpreter/captioning

The postsecondary service provider has the responsibility to arrange and/or coordinate appropriate accommodations that are requested by the student and supported by the documentation. It is understood that the accommodations shall not fundamentally alter the nature of the educational program, service, or activity; require waiver of essential program or licensure requirements; violate accreditation requirements; unnecessarily intrude upon academic freedom; or pose an undue fiscal or administrative burden on the institution. Therefore, WTCS institutions have the primary responsibility and authority for determining, in consultation with

the student, the appropriate accommodation for a specific academic situation, including the level and manner in which it will be provided.

## Section 2 DVR funding assistance to WTCS institutions

When obligated under Federal or State law or assigned responsibility under State policy to provide or pay for any services that are also considered to be vocational rehabilitation services (other than those specified in paragraphs (1) through (4) and (14) of Section 103 (a) of the Rehabilitation Act of 1973 as amended in 1998) WTCS institutions will fulfill that obligation either directly or by contract or other arrangement.

In accordance with this MOU and for the period July 1, 2002 through June 30, 2003, DVR will establish a services to groups contract with the WTCS Board to financially assist the institutions in providing accommodations to students with disabilities, as necessary to assure their equal access to academic programs and services. The SFY 03 services to groups contracts will be funded at \$1,500,000 which is a level equal to 80% of the highest levels of verifiable financial support provided by DVR in recent 12-month periods.

Funding will be made available beginning July 1, 2002 and after this agreement has been signed by the respective parties. Funding in future years is contingent upon subsequent signed agreements. An award letter and contractual documents will be sent to the WTCS Board upon agreement by DVR. Accompanying the agreement will be provisions for sharing student data between WTCS institutions and DVR. Procedures and requirements for fiscal reporting and billing to DVR will be established with an option for bills to be either submitted through a central WTCSB source to the DVR central office, or for individual institutions to submit bills to the DVR central office. DVR and the WTCS Board will agree on a uniform method of billing.

### B. Tuition and Fees

As confirmed in the student's IPE and after determining the use of comparable services and benefits, the DVR will provide, according to DVR policies and guidelines, funding for services and equipment, that supports the student's employment goal. These may include, but are not limited to, tuition and fees, books and supplies.

## Section 3. Communication

In order to assure that coordination and communication occur between DVR, UWS and the WTCS institutions, the following activities will take place:

12/1/02

DVR, UWS and the WTCS Board will each designate an individual to serve as the statewide liaison.

DVR and the WTCS Board will conduct joint annual update/training sessions for front line campus and DVR staff regarding the joint agreement, and the post secondary and DVR policies and procedures impacting the service to postsecondary students who are DVR clients. A primary goal of the training will be to assure consistency in interpretation of the interagency agreement among personnel throughout the state.

The DVR administrator or his/her designee will meet with the designated WTCS system representatives quarterly to share feedback and review any concerns regarding the implementation of the joint agreement, plan joint staff training sessions, and explore additional opportunities for collaboration.

#### Section 4: Resolution of Disputes

The WTCS Board and institutions and DVR have a long history of working cooperatively. Past experience predicts that most disagreements will be resolved through open discussion. The WTCS and the DVR liaisons, working collectively, will review problems that cannot be solved at the local level between a DVR Office and a WTCS institution. Both informal and formal processes may be used by all parties to resolve local issues.

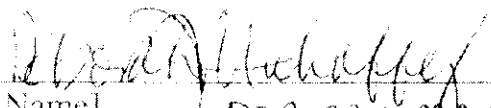
For the interagency agreement/memorandum of understanding, the WTCS Board, UWS and the DVR administrator or her designee and the DVR liaisons will participate in the negotiations. If issues in the agreement cannot be resolved by consensus, any party may request that the negotiations be forwarded for formal resolution. Once such a request has been made, the liaisons will have ten working days to continue the informal process. The deadline may be extended if all parties agree.

If the formal dispute resolution process is required the Deputy Secretary of the Department of Workforce Development or his/her designee, and the WTCSB Assistant State Director, or their designees will be convened to resolve the matter under dispute. A formal decision will be made and communicated to all parties.

## Section 5: Effective Dates

The terms of this interagency agreement are in effect for July 1, 2002-June 30, 2003. The agreement will be evaluated annually. Discussion of modifications for the period beyond 2003 shall begin by October 2002 and will be completed by March 1, 2003.


This agreement shall continue in force until June 30, 2003. Termination of the agreement may be effected by written notice served by one party to the other at least one hundred and twenty (120) days prior to the intended date of termination. Any provisions within this agreement which conflict with or exceed the authority vested in the parties under federal law, the Wisconsin Statutes or the DVR State Plan shall be severable as to the agreement.

  
[Name] DEBORAH MAHAFFEY  
Wisconsin Technical College System

Date: 8/23/02

  
Eric Baker, Deputy Secretary  
Department of Workforce Development

Date: 8-16-02

  
Charlene Dwyer, Administrator  
Division of Vocational Rehabilitation  
Department of Workforce Development

Date: 8-16-02

## PROVISIONS FOR SHARING STUDENT DATA

Wisconsin Division of Vocational Rehabilitation (DVR) will share statistical data on its consumers enrolled in postsecondary education institutions of the UW system and WTCS. This data will not include information identifying specific individuals

Once the postsecondary education systems' financial aid packages are developed, DVR will instruct its consumers to meet their individual responsibilities to inform the respective financial aids offices of any DVR funding.

Further student information can be shared on a case-by-case basis with the approval of individual consumers.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WYOMING DEPARTMENT OF EMPLOYMENT,  
DIVISION OF VOCATIONAL REHABILITATION;  
THE UNIVERSITY OF WYOMING; AND  
THE WYOMING COMMUNITY COLLEGES**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between the Wyoming Department of Employment, Division of Vocational Rehabilitation (DVR), 1100 Herschler Building, Cheyenne, Wyoming 82002; and the following Institutions of Higher Education (IHE): The University of Wyoming, P.O. Box 3808, 117 Knight Hall, Laramie, Wyoming 82071; Casper College, 125 College Drive, Casper, Wyoming 82601; Central Wyoming College, 2660 Peck Avenue, Riverton, Wyoming 82501; Eastern Wyoming College, 3200 West C Street, Torrington, Wyoming 82240; Laramie County Community College, 1400 E. College Drive, Cheyenne, Wyoming 82007; Northwest College, 231 W. 6th Street, Powell, Wyoming 82435; Sheridan College, 3059 Coffeen Avenue, P.O. Box 1500, Sheridan, Wyoming 82801; and Western Wyoming Community College, 2500 College Drive, P.O. Box 428, Rock Springs, Wyoming 82901.
2. **Purpose.** The purpose of this MOU is to adopt Principles which will guide the planning and delivery of support services to individuals with disabilities, who are mutual clients of DVR and students enrolled at a Wyoming IHE.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed by the duly authorized representatives of the parties to this MOU. The parties will regularly reconsider the provisions of this MOU and revise as needed. Any party may terminate its participation in this MOU, without cause, upon thirty (30) days written notice to all other parties, delivered by hand or by certified mail. If not terminated, this MOU shall remain in full force and effect until June 30, 2004.
4. **Payment.** No direct payment shall be made to any parties as a result of this MOU.
5. **Responsibilities of Each Party.** Each party to this MOU shall adopt and operate according to the following Guiding Principles in the planning and delivery of support services to individuals who are clients of DVR and enrolled in a Wyoming IHE.

**A. Missions:**

1. The mission of DVR is to assist individuals with disabilities to prepare for, obtain and retain employment. DVR provides a variety of services to assist clients in reaching their vocational goal.

2. The mission of the IHE is to make available to all students, regardless of disability, the opportunity to acquire knowledge, skills and expertise commensurate with their level of ability. IHEs provide accommodations to students with disabilities, as necessary to assure their equal access to such opportunities.
3. While the missions of DVR and IHEs are different, they are not mutually exclusive. Through adoption of the following Guiding Principles, the parties to this MOU will work towards development of a seamless delivery system for those services which overlap.

**B. Guiding Principles.**

1. DVR and the IHEs maintain different requirements for determination of eligibility, documentation of disability, and the provision of services or accommodations. This MOU does not require DVR or the IHEs to alter their policies for providing services or support.
2. IHEs are only required to provide services and accommodations to DVR clients to the same extent as they are provided to other students with disabilities, in accordance with the Americans With Disabilities Act of 1990 (PL 101-336) and Section 504 of the Rehabilitation Act (PL 93-112, as amended).
3. DVR is not prohibited from contracting with individual IHEs to provide services or support for DVR clients, beyond those required to assure equal access to educational opportunities.
4. To provide all parties with the opportunity to enhance communication and the exchange of information regarding the services offered by DVR and the IHEs:
  - a) DVR will provide support to IHE staff in terms of training and/or orientation to the vocational rehabilitation process. This may include information on DVR's eligibility requirements, services provided, and activities under the Workforce Investment Act of 1998 (PL 105-220).
  - b) IHEs will provide support to DVR staff in terms of training and/or orientation to support services for students with disabilities. This may include information on eligibility requirements, documentation guidelines, services and accommodations provided, and IHEs role in career and placement services.
  - c) DVR may invite IHE staff to attend DVR in-service training sessions which might be relevant to the IHEs. The cost of attendance by the IHE staff will be paid by the IHE.



- d) IHEs may invite DVR staff to attend IHE training activities which might be relevant to DVR staff. The cost of attendance by DVR staff will be paid by DVR.
5. DVR and the IHEs will work together to enhance cross-referrals of individuals with disabilities, as appropriate to each individual's needs. Personal information about the individual will not be shared until the individual has signed the release of information form used by DVR and/or the IHE.
6. IHEs will not require students who have a disability to apply for DVR funding before providing services or support. For students who have applied for DVR funding, the IHEs will not deny or delay the provision of services or support while DVR is in the process of determining the student's eligibility for DVR services.
7. DVR services will be provided pursuant to an Individualized Plan for Employment (IPE) which has been developed jointly by the DVR Counselor and the eligible individual. In those situations where referral has been made to an IHE for services, the appropriate IHE staff may also be involved in developing the IPE.
8. The DVR Counselor and IHE staff will respect the individual's right and responsibility to fully participate in all decisions regarding his or her vocational future. The IPE shall be developed and implemented in a manner that affords the individual an opportunity to exercise informed choice in selecting an employment outcome, the specific vocational rehabilitation services to be provided, the entity that will provide the vocational rehabilitation services, and the methods that will be used to procure the vocational rehabilitation services.
9. DVR clients who attend an IHE may need reasonable accommodations or auxiliary aids in order to have equal access to the programs and services offered at the IHE.
  - a) Reasonable accommodations are the adaptation of a program, facility or work place that allows an individual with a disability to participate in the program or services or perform a job. Reasonable accommodations may consist of changes in policy, practices, services or location and the use of auxiliary aids.
  - b) Auxiliary aids may be used when necessary to ensure effective communication with individuals who have a hearing, vision or speech impairment. Auxiliary aids include, but are not limited to, such services or devices as qualified interpreters, assistive listening devices, television captioning and decoders, telecommunication devices for

individuals who are deaf or hard of hearing, Videotext displays, readers, taped texts, and Brailled or large print materials.

10. The provision and cost of reasonable accommodations are the responsibility of the IHE, except auxiliary aids, as noted below.
11. For individuals with disabilities who are mutual clients of DVR and students at an IHE, the funding source for auxiliary aids will be determined on an individual, case by case basis, using the following general guidelines:
  - a) For auxiliary aids used in the academic setting, the IHE will be responsible for half the cost, and DVR will be responsible for half the cost.
  - b) For auxiliary aids required by the client/student outside the academic setting, but based upon the individual's status as a student rather than as a DVR client, (for example, to allow the individual to participate in sports or other extracurricular activities) funding will be the responsibility of the IHE.
  - c) Auxiliary aids required or requested for personal use by the client/student outside the academic setting, based upon the individual's status as a DVR client rather than as a student, will be funded by DVR.
  - d) Equipment items such as computers and assistive technology devices which will remain the property of the IHE, will be funded by the IHE. Equipment items which will become the property of the client/student, will be funded by DVR.
12. Additional guidelines relative to interpreter services:
  - a) The IHE will be responsible for procuring and paying the interpreters, and will send an invoice to the appropriate DVR office for reimbursement of DVR's share of the cost.
  - b) The IHE will provide the appropriate DVR office with an estimate of the number of hours and cost of interpreter services which will be billed to DVR, prior to the start of services.
  - c) The DVR office must authorize payment for the interpreter services prior to the start of services.
  - d) The IHE will encourage the interpreter to complete the "Wyoming Formula For Contract Interpreter Base Pay" in order to determine the wage rate to be paid. The actual rate may be determined on an

individual, case-by-case basis in a cooperative negotiation between the IHE, DVR and the interpreter.

- e) DVR and the IHEs will require full compliance with the Registry of Interpreters for the Deaf (RID) Code of Ethics.

- 13. The cost of services of a typist/stenographer using computer aided real time captioning (CART), C-Print or real-time captioning, shall be determined using the general guidelines set forth in Article 5. B. 11.

6. General Provisions.


- A. **Amendments.** Any party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by all the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of seven (7) pages, represents the entire and integrated agreement between the parties and supercedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Prior Approval.** This MOU shall not be binding upon any of the parties unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.
- F. **Sovereign Immunity.** The parties to this MOU do not waive their sovereign immunity by entering into this MOU, and each party fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and

obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only the parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

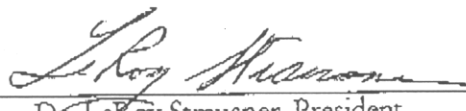
Department of Employment, Division of Vocational Rehabilitation

  
\_\_\_\_\_  
Gary W. Child, Administrator  
12/28/00  
\_\_\_\_\_  
Date

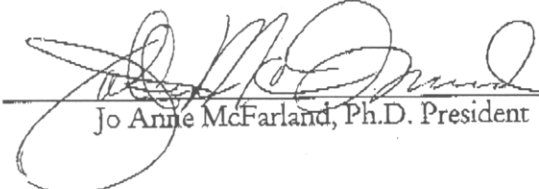
University of Wyoming

  
\_\_\_\_\_  
Philip L. Dubois, President  
12/21/00  
\_\_\_\_\_  
Date

Casper College

  
\_\_\_\_\_  
Dr. LeRoy Strausner, President  
12-17-00  
\_\_\_\_\_  
Date

Central Wyoming College

  
\_\_\_\_\_  
Jo Anne McFarland, Ph.D. President  
12/14/2000  
\_\_\_\_\_  
Date

## Eastern Wyoming College

Jack L. Bottenfield, President  
Jack L. Bottenfield, President

12/14/00  
Date

## Laramie County Community College

Charles H. Bohlen  
Charles H. Bohlen, Ph.D., President

12/14/00  
Date

## Northwest College

Frances Feinerman  
Frances Feinerman, Ph.D., President

12/14/00  
Date

## Sheridan College

Dr. Steve Meier  
Dr. Steve Meier, President  
Northern Wyoming Community College District

12-14-00  
Date

## Western Wyoming Community College

Tex Boggs  
Tex Boggs, Ph.D., President

12-14-00  
Date

## Attorney General's Office Approval As To Form

Robert L. Lanter  
Robert L. Lanter  
Senior Assistant Attorney General

12-7-2000  
Date

## NTID- Vocational Rehabilitation Cooperative Relationships-Implementation

Goal	Strategies
<p>1) Ensure that the NTID/RIT –Vocational Rehabilitation Cooperative Agreement is responsive to the needs of both organizations.</p>	<p>1a) The Cooperative Agreement will be updated every two years. Representatives from NTID and CSAVR will convene every two years. and develop recommendations for the Sub Committee on Services to individuals with Hearing Impairments.</p> <p><u>WHO</u> The Associate Dean of NTID Student Affairs will work with the CSAVR Subcommittee liaison to update and revise the plan.</p> <p><u>WHEN</u> Every 2 years</p>
<p>2) Provide general information about Vocational Rehabilitation services to all applicants for admission to the National Technical Institute for the Deaf (NTID), a college of Rochester Institute of Technology (RIT).</p>	<p>2a) General Information piece on Vocational Rehabilitation (Vocational Rehabilitation Services: A Post Secondary Consumer Guide) is sent to all deaf admissions applicants to RIT.</p> <p><u>WHO</u> NTID Recruitment and Admissions</p> <p><u>WHEN</u> With Admissions Packet</p> <p>2b) Encourage prospective students; during interview and travels to schools, etc., to apply for Vocational Rehabilitation (VR) services; e.g., counseling, placement and financial aid.</p> <p><u>WHO</u> NTID Recruitment and Admissions</p> <p><u>WHEN</u> On-going</p> <p>2c) NTID Admissions Counselors in telephone follow-up with deaf students (parents) who have been accepted into RIT encourage and stress timely contact with VR.</p> <p><u>WHO</u> NTID Recruitment and Admissions</p> <p><u>WHEN</u> On-going</p>

<p>3) Provide Information regarding NTID/RTT statement of changes to VR.</p>	<p>3a) The Statement of Charges Packet is sent to all accepted and currently enrolled students, with a cover letter stating that the information should be shared with the individual's VR counselor.  <u>WHO</u>  NTID Office of the Dean  <u>WHEN</u>  March, Annually</p> <p>3b) The Statement of Charges and cover letter is sent to all State Coordinators for the Deaf (SCD) and State Directors of Vocational Rehabilitation in the Spring of each year. SCD's and State Directors of VR are encouraged to share this within the states as appropriate. The packet is sent also to VR counselors of current students.  <u>WHO</u>  NTID Office of the Dean  Financial Aid Services Coordinator  <u>WHEN</u>  March, Annually</p>
<p>4) Coordinate educational planning among the student/NTID/VR toward common goal achievement.</p>	<p>4a) The VR counselor will stress to the student the importance of keeping his/her IWRP current and that by law the IWRP must list the students current vocational goal, services (including major) required to reach that goal, expected completion dates, and grade reports to evaluate progress. The VR counselor will list this as a client responsibility on the IWRP and Amendments.</p> <p>4b) The VR counselor will encourage the student, to share his/her original IWRP and any Amendments with the NTID Admissions Counselor who will place it in the student's department file to follow the student throughout the college program.</p>

<p>5) Reinforce that it is the deaf student's responsibility to communicate with his/her VR counselor. This includes communication to the VR counselor program of study, changes in the program of study, change of status from full to part-time student, any cooperative education requirements in a program of study, and any academic or personal problems that may impact on their college success.</p>	<p>5a) The RIT Financial Aid Office emphasizes the student's responsibility to communicate with the VR Counselor during presentations to the Summer Vestibule Programs (SVP) students. The VR counselor reinforces this responsibility to the student through the IWRP.</p> <p><u>WHO</u> RIT Financial Aid Office</p> <p><u>WHEN</u> SVP/STOP</p> <p>5b) The RIT Financial Aid Office reinforces the student's responsibility to communicate with his/her VR counselor through reminders in the Financial Aid Newsletter. The newsletter is sent to State Coordinators and State Directors who are urged to share with their staff as appropriate.</p> <p><u>WHO</u> NTID Office of the Dean</p> <p><u>WHEN</u> As published</p> <p>5c) The VR counselor will emphasize the importance of receiving each quarter's grades from the students by listing this as a client responsibility in the IWRP.</p> <p><u>WHO</u> VR Counselor</p> <p><u>WHEN</u> Quarterly</p> <p>5d) Each year for new students (August) and returning students (September), the Dean, NTID sends a personal letter to the students emphasizing the importance of ongoing communication with his/her VR counselor. A copy of the letter is sent to all NTID Academic Advisors and Department Heads.</p> <p><u>WHO</u> Dean, NTID</p> <p><u>WHEN</u> September</p> <p>5e) The NTID Change of Program Application Form includes a statement urging students to send a copy of the form to their VR counselor.</p> <p><u>WHO</u> Registrar</p> <p><u>WHEN</u> At time of application for change of program</p>
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6) Provide admissions process information to VR.	<p>6a) An Admission Package is sent annually to Rehabilitation Services Administration (RSA) regional Directors, State Directors of VR, and SCD's, with a cover letter highlighting that a VR Form is part of the packet. This is done in late fall.</p> <p><u>WHO</u> NTID Admissions Department</p> <p><u>WHEN</u> October, Annually</p> <p>6b) For those applicants for whom a VR form is filed, an applicant's VR counselor receives a notice of acceptance or referral when an admissions decision is made. This information is sent to the student for transmission to his/her VR counselor. The student letter highlights the importance of transmitting the information to the VR counselor.</p> <p><u>WHO</u> Applicant</p> <p><u>WHEN</u> At time of Admissions Decisions</p>
7) Provide information on the student's status at the end of the SVP to VR.	<p>7a) Two copies of the Final Report are provided to each student. The form instructs the student to transmit information to VR Counselor. [REDACTED] Information regarding the individual student's English and math placement test results is provided, as well as their program sampling choices and Fall quarter major selection. Full counselor &amp; chairperson contact information is included as well.</p> <p><u>WHO</u> NTID FYE</p> <p><u>WHEN</u> September, Annually</p>
8) Facilitate communication between NTID and OVR.	<p>8a) Representatives from the Department and Admissions are assigned to specific states of the U.S.A. These individuals serve as the NTID contact for VR in those states should questions arise. The VR contact maintains a continuing liaison with Rehabilitation Counselors for the deaf (RSD), and generalist counselors in the programs, procedures, policies, and facilities communicate with students.</p> <p><u>WHO</u> NTID Recruitment and Admissions</p> <p><u>WHEN</u> On-going</p>

	8b) NTID Representatives from the Department of Recruitment and Admissions meet periodically with VR representative in concert with student recruitment trips in his/her assigned state. The Recruitment and Admissions staff notifies the RCD in advance of trips in order to coordinate visits. It is expected that a trip will be made to each state at least every 3 years. <u>WHO</u> NTID Recruitment and Admissions <u>WHEN</u> On-going
9) Facilitate understanding of the VR process and resources on the part of the NTID staff.	9a) Information on VR is routinely presented and shared with staff responsible for outreach functions and financial aid. <u>WHO</u> Office of the Dean <u>WHEN</u> On-going
10) Facilitate understanding of NTID and resources to state VR personnel	10a) NTID hosts visits by state VR personnel each year. VR will be offered opportunities to meet with Admission, Placement, Financial Aid and programmatic leaders as requested. <u>WHO</u> NTID Office of Dean <u>WHEN</u> On-going
	10b) NTID's Annual Report is posted on its web-site ( <a href="http://www.ntid.rit.edu/dean/">www.ntid.rit.edu/dean/</a> ). Within this report is general information on admissions and placement results for each year. A state by state analysis of activity on these areas is provided the web. Additional information is available by request from the NTID Office of the Dean. <u>WHO</u> NTID Office of Dean <u>WHEN</u> On-going